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CONTRACT NEGOTIATIONS WITH CLASSIFIED PERSONNEL IN

SELECTED ILLINOIS PUBLIC SCHOOLS

(TITLE)

BY

Frederick Dee Wiley

FIELD EXPERIENCE

~~THESIS~~

SUBMITTED IN PARTIAL FULFILLMENT OF THE REQUIREMENTS
FOR THE DEGREE OF

SPECIALIST IN EDUCATION

IN THE GRADUATE SCHOOL, EASTERN ILLINOIS UNIVERSITY
CHARLESTON, ILLINOIS

1987

YEAR

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EASTERN ILLINOIS UNIVERSITY

CONTRACT NEGOTIATIONS WITH CLASSIFIED PERSONNEL IN
SELECTED ILLINOIS PUBLIC SCHOOLS

A FIELD STUDY

Submitted in partial fulfillment of the requirements
for the Degree of Specialist in Education in the
Graduate School of Eastern Illinois University.

By

Frederick Dee Wiley

Charleston, Illinois

April, 1987

Abstract

Contract Negotiations With Classified Personnel In Selected Illinois Public Schools

F. Dee Wiley

This study examined the current status of collective bargaining between boards of education and classified educational employees in eighteen selected Illinois public schools. The collective bargaining agreements from the respondent school districts were examined and data were researched and collected concerning items currently impacting the negotiations process. The results of the study indentified information with regard to the following areas of the collective bargaining agreements: 1. Union affiliation of the employee bargaining units. 2. Classification of the employees covered by the collective bargaining agreements. 3. The duration of the contracts currently in force. 4. Fair share as an issue currently being bargained into collective bargaining agreements. 5. Identifies those respondent school districts not including a savings clause within their current contract.

6. Progression of the formal grievance procedures currently in affect in the contracts of the respondent school districts. On the basis of research and data derived from the study of the collective bargaining agreements with classified educational employees the following conclusions appear warranted: 1. Boards of education are likely to become involved in collective bargaining with an increased number of classified educational employee groups. 2. Collective bargaining with classified educational employees is likely to be just as great an issue as has been teacher negotiations. 3. Boards of education need to consider the first collective bargaining agreement with a unit of employees as the most important document as it constitutes the starting point for all future negotiations. 4. With increased numbers of classified educational employees becoming involved in collective bargaining, there is likely to be movement toward a consolidation of bargaining efforts by the units involved. 5. Unions representing classified educational employees are likely to increase emphasis on fair share as a bargaining issue. 6. Boards of education need to examine the formal grievance procedure to insure that the process currently in force does not erode administrative effectiveness and thus

strengthen union efforts. 7. Boards of education, by necessity, need to examine the advantages and disadvantages of bargaining with fewer units through a consolidation of efforts by employee. 8. It is likely that both boards of education and classified employee unions will continue to seek multiyear negotiated settlements. 9. It appears that classified employee bargaining units view personal leave and sick leave with major concern as part of the negotiated package.

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Table of Contents

	page
Acknowledgments	5
Table of Contents	6
List of Tables	8
 Chapter	
I. STATEMENT OF THE PROJECT AND ITS	
DEVELOPMENT	9
Statement of the Project Goal	9
Background and Significance of the	
Study	9
Specific Project Objectives	10
Definitions	11
Assumptions	14
Delimitations	14
II. REVIEW OF RELATED LITERATURE	15
Selected Literature on Legal Aspects	15
Selected Literature on Unit	
Determination	16
Selected Literature on Historical	
Perspective	19
Selected Literature on Contract	
Provisions	20
General Concerns	21

III. ANALYSIS OF THE DATA AND FINDINGS . . .	23
Population and Data Collection . . .	23
Union Affiliation	26
Classification of Employees Covered	
By the Contracts	29
Duration of the Contracts	32
Personal Leave - Sick Leave	34
Fair Share	37
Savings Clause	38
Formal Grievance Procedures	40
Other Data	43
IV. CONCLUSIONS AND RECOMMENDATIONS . . .	44
Conclusions From the Literature	44
Conclusions From the Data	45
Recommendations For Further Study	46
References	47
Appendix A: Cover Letter to Superintendents . . .	50
Appendix B: Letter From Alton Assistant	
Superintendent	51

List of Tables

Table

1. Respondent School Districts	25
2. Union Affiliation of Respondent School Districts	27
3. Employee Groups Covered by the Contracts	30
4. Duration of the Contracts	33
5. Personal Leave - Sick Leave	35
6. Savings Clause Included In Contract . .	39
7. Formal Grievance Procedures	42

CHAPTER I

STATEMENT OF THE PROJECT AND ITS DEVELOPMENT

Statement of the Project Goal.

The purpose of this project was to examine the current status of collective bargaining with classified personnel in selected Illinois public school systems.

The results of this study identify the union affiliation of the bargaining units involved with contract negotiations and provide an identification of the issues impacting the process of negotiating with classified school employees.

Background and Significance of the Study.

Frequently overlooked is the fact that a significant portion of the public school work force consists of non-instructional personnel engaged in functions not directly related to teaching. While it seems to be rather widely accepted that the unique problems with respect to bargaining with teachers require school administrators to develop special expertise and competence, there has, until now, been much less concern expressed about similar needs in dealing with collective bargaining problems presented by non-teaching personnel.

4. Identify any uncommon aspects of each collective bargaining agreement which might provide insight into future trends in negotiations for the public school districts of central and southern Illinois.

Operational Definitions.

Bargaining Unit. Any group of employees for which an exclusive representative is selected.

Classified, Non-Certificated, or School Service Personnel. The school system employees who are not required or expected to have the qualifications for professional certification under Article 21 or Section 34-38 of the School Code of the State of Illinois.

Collective Bargaining. The performance of the mutual obligations of the educational employer and the representative of the educational employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation.

Collective Bargaining Agreement (Contract). The written agreement negotiated between representatives of the educational employees and the educational employer. It shall contain a grievance resolution procedure which shall apply to all employees in the unit and shall

provide for binding arbitration of disputes concerning the administration or interpretation of the agreement.

Educational Employee. Any individual, excluding supervisors, employed full or part time by an educational employer.

Educational Employer. The governing body of a public school district, combination of public school districts, including the governing body of joint agreements of any type formed by two or more school districts whose major function is providing educational services.

Exclusive Representative. The labor organization which has been designated by the Illinois Educational Labor Relations Board as the representative of the majority of educational employees in an appropriate unit, or recognized by an employer upon evidence that the employee organization has been designated as the exclusive representative by a majority of the employees in an appropriate unit.

Fair Share. Non-member proportionate share payments. A provision requiring employees covered by the agreement who are not members of the organization to pay their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and

conditions of employment (Illinois Educational Labor Relations Act, 1984).

Grievance. A grievance is an allegation of a violation, wrongful application or misrepresentation of a specific article or section of the written contractual agreement.

Grievance Procedure. The grievance procedure is to provide an orderly method of handling disputes as to the meaning of contract language. The procedure is intended to be an alternative to litigation in the courts.

Savings Clause. The statement in a written contractual agreement which provides for the remaining articles, sections, or clauses to be left in force in the event that any other section, article, or clause is declared to be illegal by a court of competent jurisdiction (Perryman, Langan, Janes, 1985).

Supervisor. Any individual having authority, in the interest of the employer to hire, transfer, suspend, assign or discipline other employees. This person has the responsibility to direct them, adjust their grievances or to recommend such action. Such authority is not routine or of clerical nature, but requires the use of independent judgement.

Wall to Wall Collective Bargaining. An agreement between labor and management in which one contract is negotiated which covers all groups of employees specified.

Assumptions.

This study was conducted under the following assumptions: (1) That collective bargaining as a process affects the administrative functions of a school district. (2) Collective bargaining will continue to be a major issue in public education in the late 1980's.

Delimitations.

No attempt was made to justify whether or not collective bargaining has merits for either labor or management. In order for this study to be of value to administrators within this geographic area, only central and southern Illinois school districts already having collective bargaining agreements with classified employees were included in the survey. Only those items which are currently impacting classified negotiations were examined in this study. No attempt was made to justify the items included in the study, or why other items of the contracts were excluded from the study.

CHAPTER II

REVIEW OF THE RELATED LITERATURE

Since the law changed in 1984, with regard to collective bargaining in public schools, very little has been written or researched concerning the impact of contract negotiations with classified employees in the State of Illinois.

Legal Aspects

On January 1, 1984, the Illinois Education Labor Relations Act became law. This Act established the right of educational employees to organize and bargain collectively. It obligated Boards of Education to bargain with employees, defined and provided for the resolution of unfair practice disputes, and established the Illinois Education Labor Relations Board to administer the Act.

Section 1 of the Act states the "it is the public policy of the State and the purpose of the Act to promote orderly and constructive relationships between all educational employees and their employers. Unresolved disputes between the educational employees and their employers are injurious to the public, and the General Assembly is therefore aware that adequate means must be established for minimizing them and

providing for their resolution." The General Assembly determined that this overall policy could best be accomplished by " (a) granting to employees the right to organize and choose freely their representatives; (b) requiring educational employers to negotiate and bargain with employee organizations and to enter into written agreements evidencing the result of such bargaining; (c) by establishing procedures to provide for the protection of the rights of the employer, the employee, and the public" (Illinois Education Labor Relations Act, 1984, p. 3).

Unit Determination

Through their membership public employees bring stability to unions. Some unions in this country are experiencing a decline in membership. Thus the recent legislation in Illinois allowing classified employees to bargain is an enticement to the unions because of the perspective membership increase.

The determination of the appropriate union affiliation by the bargaining unit is most important because it is both a prerequisite to negotiations and a significant factor in determining the structure and outcome of the bargaining process.

The Illinois Educational Labor Relations Board is empowered to administer the recognition of bargaining

representatives of employees of public school districts. A labor organization may gain recognition as the exclusive representative in any one of two ways:

(1) An educational employer may voluntarily recognize a labor organization for collective bargaining purposes if that organization appears to represent a majority of employees in the unit.

(2) A labor organization may gain recognition by an election of the employees in the unit.

In situations where an employer or group of employees questions the appropriateness of a unit, the Illinois Educational Labor Relations Board shall conduct a hearing and a subsequent election if it finds that a question of representation exists.

Any labor organization that is the exclusive bargaining representative in an appropriate unit shall continue as such until a new one is selected under the specific guidelines of the Illinois Educational Labor Relations Act (Illinois Educational Labor Relations Act, 1984).

Lieberman suggests that in the long run, school districts may find it advantageous to bargain with as few unions as possible. Lieberman offers several reasons why this is usually an advantage to a school district. "First, the fewer unions, the less danger that the administration will be whipsawed by competing

groups. Second, negotiation with one union saves time and expense since there is only one process, even though it is more complicated than negotiations conducted separately with a number of unions. Third, there will be better coordination than if there were different sets of negotiations. Most important, if fewer unions are involved, the employees themselves will play a more responsible role in the negotiation process" (Lieberman, 1979, p. 181). Lieberman elaborates by pointing out that if there are a number of separate bargaining units, there is more likely to be competition among them to get the best possible agreement, regardless of the effect upon other employees. If, on the other hand, there are more groups of employees included in the same bargaining unit, more pressure is placed on the union to bargain equitably for all the employees represented.

Historical Perspective

In recent years union membership in much of the private sector has leveled off, while those of state and local public employees have grown significantly. While most attention has been focused on negotiations with teachers, administrators have become increasingly involved in bargaining with classified employee groups.

Lieberman noted that in many school districts negotiations with non-teaching employees preceeded teacher negotiations, sometimes by decades. He goes on to predict that "negotiations with non-teaching employees will be---if it is not already---as pervasive a phenomenon as is teacher negotiations" (Lieberman, 1979, p. 179).

In his study concerning collective bargaining with classified staff in Oregon, Hutchison emphasizes that there is a growing tendency for labor unions to make strong binding ties with public employees. He also points out that school boards should be fully aware that employee organizations representing classified personnel will be getting substantial support from these organizations (Hutchison, 1972).

Herring and Sarthory (1980) note that "an important result of collective bargaining has been that it has raised the worker's status and self image, by providing wage increases, job security and working

conditions that has led to a new sense of self-respect. Collective bargaining does not replace the power struggle between labor and management. It is simply one form that the struggle assumes" (p. 9).

Contract Provisions

The composition of the collective bargaining agreement consists of four functional categories. These categories include the security of rights of members of the bargaining unit, security of the rights of both the employer and the employee, compensation and working conditions, and administration and application of the grievance procedures (Herring and Sarthory, 1980).

Although the literature and research on collective bargaining contract provisions is minimal, Cheng, Hamer, and Barron (1979) observe that even though some states have attempted restricted legislation, the scope of bargaining is expanding and as a result, restricts managements rights and decision making functions. Booth's (1975) early observations agree with this and suggest that many items that go into contracts create immediate dangers to those who manage contracts.

General Concerns

Collective bargaining is a process through which representatives of school personnel meet with representatives of the school board to jointly negotiate an agreement covering a specific period of time and defining terms and conditions of employment. The ultimate goal of this process is the establishment of a sound and stable relationship between the school system and its personnel.

However, if a school system bargains away its rights, it becomes incapable of carrying out its responsibilities (Morris, 1971). Thus it is imperative that the school system clarify in the contract its own rights as well as the rights of members of the bargaining unit. Each proposal which a union submits must, therefore, be carefully reviewed to determine its impact on the board's right to effectively and economically operate the district and to determine how the district's revenue should be spent.

"The importance of the first agreement between board and personnel cannot be over emphasized. It constitutes the starting position for all future negotiations" (Morris 1971, p. 118). From the school board's standpoint this is the most important part of the process because once an item is given up at the

bargaining table it is difficult, if not impossible, to regain. The goal of the board's bargaining team should be to negotiate an agreement that does not infringe upon the right of the board to determine how the district is to be operated.

Collective bargaining is likely to be used increasingly in conducting school employee relationships and should be brought into the mainstream of school system planning in order to achieve a positive approach to the process.

The task then, of effectively responding to the increasing demands by classified school in the process of collective bargaining, is both difficult and challenging. This situation can be made considerably easier if school administrators and school board members understand the significance of the problems presented by the negotiation process.

CHAPTER III

ANALYSIS OF THE DATA AND FINDINGS

Population and Data Collection

Through the cooperation of the Illinois State Board of Education, a list was compiled of all Illinois public school districts which already had collective bargaining agreements with classified employees. Since this writer intended the results of the study to be of significance to area administrators the population of the study was limited to central and southern Illinois public school districts.

The population for the study consisted of the twenty public school districts south of Interstate 74, which already had collective bargaining agreements with classified educational personnel. This information was provided by the Illinois State Board of Education. A letter was written and sent to each district superintendent, requesting a copy of the district's collective bargaining agreement with classified employees. An example of the cover letter sent to superintendents is provided in Appendix A. Provisions were made within the letter for respondents to receive the results of the study.

Of the twenty districts surveyed, eighteen districts responded favorably by sending the classified employee contracts requested (refer to Table 1, page 25).

TABLE 1
RESPONDENT SCHOOL DISTRICTS

School District	Classification	District No.
ALTON	Unit	11
BELLEVILLE	High School	201
BENTON	Unit	47
CARBONDALE	Unit	165
CARLYLE	Unit	1
COLLINSVILLE	Unit	10
CUMBERLAND	Unit	77
DANVILLE	Unit	118
EDWARDSVILLE	Unit	7
ELDORADO	Unit	4
HARRISBURG	Unit	3
MATTOON	Unit	2
MT. VERNON	High School	201
ROXANNA	Unit	1
SPARTA	Unit	140
WATERLOO	Unit	5
WEST FRANKFORT	Unit	168
WOOD RIVER	High School	14

Union Affiliation

In Illinois the labor unions recognized that classified educational employees represented a new source of revenue for the unions. Until the last several years classified employee affiliation with labor unions out numbered the affiliation with the professional unions such as the Illinois Education Association and the American Federation of Teachers. During this same time the I.E.A. and the A.F.T. were busy concentrating their efforts in behalf of teachers. This trend was especially noticable in southern Illinois, where the influence of the blue collar workers on classified educational employees meant new membership for the labor unions in the early 1980's. (Bartolini, 1987).

The information showing union affiliation of the respondent school districts is presented as Table 2, (page 27).

TABLE 2
UNION AFFILIATION OF RESPONDENT SCHOOL DISTRICTS

School District	Union
ALTON	Alton Ed. Assoc. - IEA-NEA
BELLEVILLE	Am. Fed. of Teachers - AFL-CIO
BENTON	Service Employees International
CARBONDALE	Service Employees International
CARLYLE	Local Only
COLLINSVILLE	IEA-NEA
CUMBERLAND	IEA-NEA
DANVILLE	Operating Engineers - AFL-CIO
EDWARDSVILLE	IEA-NEA
ELDORADO	Teamsters
HARRISBURG	Service Employees International
MATTOON	Service Employees International
MT.VERNON	Service Employees International
ROXANNA	Laborers International - AFL-CIO
SPARTA	IEA-NEA
WATERLOO	IEA-NEA
WEST FRANKFORT	Teamsters
WOOD RIVER	Am. Fed. of Teachers - AFL-CIO

Of the eighteen responding school districts the union affiliation is divided between the IEA-NEA (six districts), Service Employees International (five districts), and the AFL-CIO (four districts). Two classified employee groups are affiliated with the Teamsters Union, and one union local only.

Although the union affiliation of classified educational employees in this study is not significantly more in favor of educational unions (IEA-NEA) as compared to labor unions (AFL-CIO, Teamsters), future trends will be interesting in light of the fact that the educational unions have only in more recent years begun to concentrate greater efforts in the area of classified employee groups (Bartolini, 1987).

Classification of Employees Covered By The Collective Bargaining Agreements.

The employees represented within the collective bargaining agreement varies from contract to contract. The contracts covered within this study stipulate that management personnel, supervisors, and confidential employees are not covered within the terms of the contract. The specific groups covered under the contracts within this study are presented in Table 3, (page 30).

TABLE 3
EMPLOYEE GROUPS COVERED BY THE CONTRACTS

School District	* (multiple contracts)									
	Aides	Bus Drivers	Bus Mechanics	Clerks	Cafeteria Staff	Custodians	Maintenance	Office Staff	Playground Staff	Security Staff Engineers
ALTON	X			X	X	X	X	X	X	
BELLEVILLE *						X	X	X		X
BENTON						X	X			
CARBONDALE					X					
CARLYLE	X	X		X	X	X	X	X		
COLLINSVILLE *	X			X	X	X	X	X		
CUMBERLAND		X	X		X	X	X	X	X	
DANVILLE *						X	X			X
EDWARDSVILLE	X			X	X	X	X	X	X	
ELDORADO		X	X			X				
HARRISBURG						X				
MATTOON *						X	X	X		
MT. VERNON					X	X	X			X
ROXANNA						X	X			
SPARTA	X			X	X	X	X	X		
WATERLOO	X				X	X				
WEST FRANKFORT		X				X		X		
WOOD RIVER		X				X				X

When a board of education agrees to negotiate separately with every category of employee, it may very well find itself bargaining with an excessive number of employee unions.

In 1986, Alton became the first school district in the State of Illinois to have one "wall to wall" collective bargaining agreement with all district employees. This agreement includes both certificated as well as classified educational employees. A copy of the correspondence from the Administrative Assistant of Alton is provided in Appendix B.

It is significant that of the school districts included in this study, the four largest have bargained multiple contracts with their classified educational employees. Collinsville negotiates four separate contracts with aides, cafeteria personnel, custodial and maintenance employees, and office employees. Belleville bargains three separate contracts with clerical workers, custodians, and engineers. Danville negotiates with two separate unions representing custodians, and office personnel. Mattoon, likewise, bargains with two classified employee unions. One union represents maintenance and custodial employees, and the other contract covers office personnel.

All other respondent school districts negotiate one contract representing the various groups as shown in Table 3, (page 30).

Duration of Contracts

Although there is very little information available with regard to the duration of collective bargaining agreements between classified educational employees and boards of education in Illinois, sixteen of the eighteen respondent school districts have negotiated multiyear contracts. This information is listed in Table IV, (page 33).

It would appear evident from the number of such agreements that both labor and management recognize advantages to bargaining multi year packages. The major advantage for the employee union is that members of the unit know up front, what their salary and fringe benefit package will be for several years. Management achieves labor peace over a length of time and can more accurately project what district salary expenses will be over the course of the agreement (Twadell, 1987).

TABLE 4
DURATION OF CONTRACTS

School District	Duration of Contract
ALTON	2 years
BELLEVILLE	2 years
BENTON	2 years
CARBONDALE	2 years
CARLYLE	2 years
COLLINSVILLE	2 years
CUMBERLAND	3 years
DANVILLE	3 years
EDWARDSVILLE	2.5 years
ELDORADO	1 year
HARRISBURG	3 years
MATTOON	2 years
MT. VERNON	3 years
ROXANNA	3 years
SPARTA	1 year
WATERLOO	2 years
WEST FRANKFORT	2 years
WOOD RIVER	2 years

Personal Leave - Sick Leave

All respondent school districts include sick leave and personal leave within the negotiated contract with classified education employees.

Sick leave is granted to employees in specific amounts without loss of pay for personal illness, serious illness or death in the immediate family or household. The immediate family includes spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Personal leave is granted for those situations where action or business must be taken during normal work days. These situations are normally of immediate or emergency nature. Allowances for personal leave and sick leave to classified educational employees by respondent school districts is listed in Table 5, (page 35).

TABLE 5
PERSONAL LEAVE - SICK LEAVE

School District	Personal Leave	Accumulates	Accumulates As Personal Leave or Sick Leave	Sick Leave	Maximum Days Sick Leave Accumulates
ALTON	2 days	no		12 days	none
BELLEVILLE	4 days	yes	S.L.	12 days	none
BENTON	4 days	yes	S.L.	15 days	none
CARBONDALE	2 days	yes	S.L.	10 days	150 days
CARLYLE	2 days	yes	S.L.	10 days	173 days
COLLINSVILLE	2 days	yes	P.L.	13 days	none
CUMBERLAND	2 days	yes	S.L.	12 days	190 days
DANVILLE	2 days	no		16 days	150 days
EDWARDSVILLE	3 days	no		15 days	180 days
ELDORADO	2 days	no		15 days	180 days
HARRISBURG	2 days	no		15 days	181 days
MATTOON	1 day	no		10 days	180 days
MT.VERNON	3 days	yes *		15 days	180 days
ROXANNA	3 days	no		13 days	none
SPARTA	2 days	yes	P.L.	12 days	180 days
WATERLOO	2 days	no		10 days	180 days
WEST FRANKFORT	2 days	no		10 days	180 days
WOOD RIVER	2 days	no		13 days	180 days

* (unused days may be added to vacation)

From reviewing the data it appears that personal leave is bargained significantly different from district to district. Various stipulations exist as to the use of personal leave among the school districts included in this study. Personal leave in the Alton School District may not be used the first five days or the last five days of the school year. Carlyle and Edwardsville allow employees to use up to fifteen days from a district sick leave bank. Within the Carbondale contract any employee not using any sick leave for a year is allowed two additional sick leave days. Employees using between one and five days sick leave are granted one additional day of sick leave for the next year. Carlyle, Collinsville, Danville, and Mt.Vernon all allow within their contracts, up to three days funeral leave. The stipulations are the same as already listed with regard to immediate family. The Eldorado contract with classified educational employees requires advanced written notice of five days for use of personal leave. Mt.Vernon allows the use of three days leave for business purposes. Employees who do not use these three days allowed for business may have the days added to their vacation.

Fair Share

A fair share clause within the collective bargaining agreement requires all employees covered under the terms of the contract to pay their proportionate share of the cost of the collective bargaining process. It is an advantage to the union to have fair share included within the collective bargaining agreement because it binds the employees to the association. It serves as an enticement to employees who must bear the fair share costs of the bargaining process to go ahead and join the union.

For the same reasons, management usually opposes fair share being included within the contract. From the management side fair share places pressure on employees, especially those new to the district, to join the union (Twadell, 1987).

Of the respondent school districts, only Alton and Belleville have bargained fair share into their collective bargaining agreements with classified educational employees.

TABLE 6
SAVINGS CLAUSE INCLUDED IN CONTRACT

School District	Savings Clause	yes	no
ALTON		X	
BELLEVILLE		X	
BENTON		X	
CARBONDALE		X	
CARLYLE		X	
COLLINSVILLE			X
CUMBERLAND		X	
DANVILLE		X	
EDWARDSVILLE		X	
ELDORADO			X
HARRISBURG		X	
MATTOON		X	
MT. VERNON		X	
ROXANNA			X
SPARTA		X	
WATERLOO		X	
WEST FRANKFORT			X
WOOD RIVER		X	

Of the districts not including a savings clause in their contract with classified educational employees, the wording in the Collinsville contract provides only that the article, section or clause if declared to be illegal, would be removed from the contract. Eldorado, Roxanna, and West Frankfort have no provisions within contract language which will serve to save the remainder of the document should any article, section or clause be declared illegal.

As previously noted, a savings clause benefits both parties. Consequently, it would appear in the best interest of the four school districts not having a savings clause as a part of their contract, that every effort should be made to include such within future contracts.

Formal Grievance Procedures

The purpose of the grievance procedure is to settle disagreements involving the interpretation of the contract language. Grievances should be limited to the claim that the contract has been violated, misapplied or misrepresented.

At the formal level of the grievance procedure, once the grievance has gone beyond the supervisor or building principal, the superintendent or his designee should be the representative of the Board, and should

be the next in line to try to resolve the grievance. It is not advisable for the grievance to progress from the superintendent to the board of education before being referred to binding arbitration. Since the superintendent is the designee of the board, the board should not allow itself to be placed in a position of having to overturn a decision rendered by the superintendent (Janes, 1987).

The recommended progression of the grievance from the building level should be to the superintendent or the board of education and then to the arbitrator (Shils and Whitlier, 1968). The progression of the formal grievance procedures of the respondent school districts appears in Table 7, (page 42).

TABLE 7
FORMAL GRIEVANCE PROCEDURES

School District	Supervisor Principal	Superintendent	Board of Education	Binding Arbitration	Arbitration Association
ALTON	1	2		3	A.A.A.
BELLEVILLE	1	2		3	A.A.A.
BENTON	1	2		3	I.E.L.R.B.
CARBONDALE	1	2	3	4	I.E.L.R.B.
CARLYLE	1	2	3		
COLLINSVILLE	1	2	3	4	I.E.L.R.B.
CUMBERLAND	1	2		3	A.A.A.
DANVILLE	1	2	3	4	A.A.A.
EDWARDSVILLE	1	2	3	4	A.A.A.
ELDORADO	1	2		3	A.A.A.
HARRISBURG	1	2		3	I.E.L.R.B.
MATTOON	1	2		3	A.A.A.
MT. VERNON	1	2	3	4	I.E.L.R.B.
ROXANNA	1	2		3	I.E.L.R.B.
SPARTA	1	2		3	A.A.A.
WATERLOO	1	2		3	A.A.A.
WEST FRANKFORT	1	2	3	4	I.E.L.R.B.
WOOD RIVER	1	2		3	A.A.A.

(A.A.A.) American Arbitration Association

(I.E.L.R.B.) Illinois Education Labor Relations Board

CHAPTER IV

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

On the basis of research and data derived from the study of the respondent school districts contracts with classified educational employees that the following conclusions appear justified as they relate to the study population.

Conclusions From The Literature

1. As a result of the Illinois Education Labor Relations Act, Boards of Education are likely to be involved in collective bargaining with an increased number of classified educational employee groups.

2. Negotiations with classified employees is likely to be as pervasive in public education as has been the collective bargaining process with certified employees.

3. Boards of education need to examine closely the first collective bargaining agreement with classified employees as it will constitute the starting position for all future negotiations.

4. As more and more classified employee groups begin the collective bargaining process, there is likely to be a consolidation of bargaining efforts by the units involved.

5. Because fair share tends to bind all employees to the union, it appears likely that there will be increased efforts on the part of unions to bargain this item into collective bargaining agreements.

6. Boards of education must examine closely the progression of steps in their grievance procedures with employees to make sure that board involvement in the process does not further strengthen the union's efforts.

Conclusions From the Data

7. With an increase in the number of classified employee groups becoming involved in the negotiation process, boards of education will by necessity need to examine the advantages and disadvantages of bargaining with fewer units.

8. From the number of respondent school districts having multi year contracts, it is likely that both boards of education and the unions will continue to seek multiyear contract settlements.

9. Personal leave and sick leave as fringe benefits are common to all contracts examined in this study. As flexible as this item appears to be from district to district, classified employees may very well view these leaves with major regard during the course of future negotiations.

Recommendations

As a result of this study and the findings derived from the analysis of the literature and the data, the following recommendations for further research are offered:

1. It is recommended that this study be expanded to include all public school systems within the State of Illinois which presently have collective bargaining agreements with classified educational employees. A study concerning trends in collective bargaining on a statewide basis would be useful to school districts involved in negotiations with employees.

2. It is recommended that a separate study be conducted of districts that have experienced strikes, to determine if the strike has influenced subsequent negotiated agreements.

3. It is recommended that a study be made of building supervisor's and principal's perceptions of the effects of the collective bargaining agreement on building level administrative functions.

4. It is recommended that a statewide study be made of classified educational employee union affiliation. In addition the independent variables of geographic location and years in terms of district's involvement in formalized bargaining could be included in the study of union affiliation.

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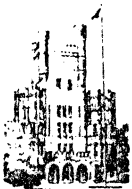
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Appendix A

Cover Letter to Superintendents



EASTERN ILLINOIS UNIVERSITY
CHARLESTON, ILLINOIS 61920

DEPARTMENT OF SCHOOL SERVICE PERSONNEL

Educational Administration
Information Services and Technology

Buzzard Building
Room 211
PH: (217) 581-2919
581-2826

May 2, 1986

Dr. John D. Shields, Superintendent
Mount Vernon Twp. School District 201
320 S. Seventh
Mount Vernon, IL 62864

Dear Superintendent:

In cooperation with Larry Janes, of the Department of Educational Administration, Eastern Illinois University, I am requesting that you provide for me a copy of your school district's contract with non-certificated personnel.

We are surveying some twenty central and southern Illinois public school districts and will be analyzing these documents. In return for your cooperation in this study we will be most happy to share with you the results of our effort.

Please send your current contract with all non-certificated personnel to the address listed below. Your cooperation in this project will be greatly appreciated.

Sincerely,

F. Dee Wiley, Principal
Cumberland High School

(Please send all correspondence to:)

Mr. F. Dee Wiley, Principal
Cumberland High School
RR 1 Box 182
Toledo, IL 62468
Phone: (217) 923-3133

Appendix B

Letter From Alton Assistant Superintendent



Board of Education

Alton Community Unit School District No. 11

P.O. BOX B
1854 EAST BROADWAY

618-463-2121

ALTON, ILLINOIS
62002

May 22, 1986

Mr. F. Dee Wiley, Principal
Cumberland High School
R.R. 1, Box 182
Toledo, IL 62468

Dear Mr. Wiley:

I have enclosed a copy of the contract currently in effect between our Board of Education and our service personnel. For the next school year we will be bargaining one contract to cover all employees, both certificated and service personnel. We understand that we will be the first district in the state of Illinois to have "wall to wall" bargaining.

We would be pleased to have a copy of your study when it is completed.

Very truly yours,

Sharon A. Capps
Sharon A. Capps
Administrative Assistant
to the Superintendent